

KEATON A. RICE  
5117 DEERFIELD DR.  
EDMOND, OK 73034  
[keaton.a.rice@gmail.com](mailto:keaton.a.rice@gmail.com)

APRIL 15, 2025

Re: College Athlete NIL Litigation, Case No. 4:20-cv-03919

Dear Judge Wilken:

I am a freshman NCAA swimmer at a Division I University. I filed a formal objection to the settlement in December 2024 due to the inclusion of roster limits. On March 5, 2025, my head coach released me from my swimming team solely because of the *House v. NCAA* settlement and the imposition of roster limits. A total of 44 swimmers were released from my University on March 5, solely due to the new roster limits contained in the settlement agreement. **A class action settlement should not harm members of the class, but I have been harmed.**

I was recruited to swim at many DI school programs and chose my school for many reasons, one of which was because they offered me a 4-year athletic scholarship, which meant I could swim my entire college career at my university. I have been swimming competitively since I was 5 years old, and I obviously don't do it for money. It has been my love and my passion as long as I can remember. I simply love to compete, and it was a dream to do it at such a high level. To be told that you can no longer compete for your university in the sport you love because of the "agreement" of lawyers that are supposed to be helping you is utterly **devastating**. I am now completely lost (physically and emotionally) and believe that most people would feel the very same if they were told *someone else* decided they could no longer participate in the one thing they truly loved.

I have contacted my lawyer, Jeffrey Kessler, to ask why he has agreed to this term. He has not been any help and instead, he has said this is an NCAA issue, but they can't take away my athletic scholarship. However, if this term is part of the settlement, the lawyers for the Class Plaintiffs had to agree to it. The inclusion of roster limits in the settlement is **shocking**, as all the parties know that this has caused, and will cause, harm to class members like me. I have been told it is black letter law that a class action settlement **CANNOT benefit some members and harm others** – which is exactly what is happening here.

While I can keep my athletic scholarship, I am losing so many other annual benefits and perks that enticed me to swim in college. These include:

- Full summer tuition/housing/meals/stipend: **\$15,000**;
- Alston award: **\$6,000**;
- Meal plan: **\$5,000**;
- Medical coverage and benefits: **\$3,000**;
- Private tutoring: **\$3,500**;
- Physical therapy and sports/mental health counseling: **\$4,000**;
- Season tickets to all sporting events: **\$2,500**;
- Future NIL money: **???**.

These lost benefits and perks total over at least **\$40,000 annually** and are in addition to my physical and emotional loss from being told *someone else* decided I can no longer participate in the one thing I am truly passionate about. **Since this settlement is directly harming me and all my fellow athletes that have been (or will be) released from their teams, it should be denied.**

Respectfully, Keaton A. Rice (NCAA No. 2112401132)